

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ) Chapter 7  
MICHAEL A. CALOGRIDIS, ) Bankruptcy No. 16-12073  
Debtor(s). ) 2<sup>nd</sup> DECLARATION OF RORY C. LIVESEY  
IN SUPPORT OF MOTION FOR SALE  
OF REAL PROPERTY OF THE ESTATE

The undersigned makes the following statement under penalty of perjury:

1. I am over 18 years of age, am competent to testify to the statements herein and make the statements herein based on facts personally known to me.

2. I am the attorney for the Chapter 7 trustee in the above-captioned bankruptcy.

3. The motion for the sale of the property of the estate was originally set for September 2, 2016. The deadline for timely objections was August 16, 2016. There were no objections. The hearing was continued to September 16, 2016 awaiting lender approval of the short sale. Lender approval was received shortly after the hearing was continued a second time.

4. Attached hereto is a copy of the purchase and sale agreement entered into between the trustee and Colin Tierney and Gloria Johnson for the real property located at 5615 - 24<sup>th</sup> Avenue N.W., Unit 24, Seattle, Washington 98107. As mentioned in the Declaration of Kai Rainey, this offer was received after the motion to approve the sale to Ty Connor Overby was filed. The original sale price was \$408,000. The new offer is \$415,000.

5. The secured creditor, Bayview Loan Servicing LLC has given written approval of the current sale.

**DECLARATION OF RORY C. LIVESEY IN  
SUPPORT OF MOTION FOR SALE OF REAL  
PROPERTY OF THE ESTATE**  
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THE LIVESEY LAW FIRM  
600 Stewart Street, Suite 1908  
Seattle, WA 98101  
(206) 441-0826

6. The estate will receive \$22,825 from the sale. One half of those funds will be paid to general unsecured creditors. The claims bar date has not yet passed. Based on the debtor's schedules it is estimated the general unsecured creditors will receive approximately twelve percent.

7. The trustee recognizes that the sale for which he seeks court approval has a different buyer and a different price than shown on the notice sent to creditors. However, the new price is higher than the original offer, will generate a few more dollars and has been approved by the secured creditor. Perhaps more importantly, Metropole Owners Association (“HOA”) has a foreclosure sale currently scheduled for September 23<sup>rd</sup>. The trustee will, of course, ask for a continuance. If the HOA will not agree to a continuance, this is the only opportunity for the trustee to sell this property for the benefit of the creditors.

8. Under the circumstances the trustee may have to close the sale as expeditiously as possible. The trustee is requesting that the order approving the sale waive the automatic stay required by Federal Rule of Bankruptcy Procedure 6004(h).

DATED this 15<sup>th</sup> day of September, 2016.

/S/ *Rory C. Livesey*

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Rory C. Livesey

**DECLARATION OF RORY C. LIVESEY IN  
SUPPORT OF MOTION FOR SALE OF REAL  
PROPERTY OF THE ESTATE**  
160914cDec Page 2

THE LIVESEY LAW FIRM  
600 Stewart Street, Suite 1908  
Seattle, WA 98101  
(206) 441-0826

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT****U.S. BANKRUPTCY COURT, WESTERN DIST. OF WASHINGTON AT SEATTLE**

THIS AGREEMENT is entered into by and between the below named Buyer and the below named Seller, in his or her capacity as a United States Bankruptcy Trustee for the below named bankruptcy estate. The Buyer agrees to purchase and the Seller agrees to sell the described property pursuant to the following terms and conditions:

BUYER(S): Colin Tierney & Gloria Johnson, a married couple

ADDRESS: 442 Oyster Drive

CITY, STATE & ZIP CODE: La Selva Beach, CA 95076

PHONE: [REDACTED]

EMAIL: [REDACTED]

SELLER: Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073

PROPERTY STREET ADDRESS: 5615 24th Ave NW #24,

CITY, STATE & ZIP CODE: Seattle, WA 98107

LEGAL DESCRIPTION: Attached on Exhibit "A" hereto

PURCHASE PRICE: (Base offer Price) ~~80~~ \$415,000

DATE OF CLOSING: Within 45 days of Bankruptcy Court or lender approval, whichever is later

SELLING FIRM: Alise Roberts & Company MLS OFFICE NO 3847

SELLING FIRM ADDRESS: 10900 NE 8th St. #1000

CITY, STATE & ZIP CODE: Bellevue, WA 98004

SELLING BROKER: Bethanie Ferrando MLS LAG 66212

PHONE AND FAX: 425-737-1771

EMAIL: bethanie@aliseroberts.com

LISTING FIRM: RE/MAX Eastside Brokers Kai Rainey 34930  
11555 SE 8<sup>th</sup> St. Bellevue, WA 98004  
206-681-9670 (main line) 206-299-3131 (fax)  
offers@ssapprovals.com

Title is Open with First American  
Title # 4220-2654820

WIRE TRANSFER ☒ PROMISSORY NOTE ☐

EARNEST MONEY AMOUNT: \$10,000

FORM: CASH ☐ PERSONAL CHECK ☐ CASHIERS CHECK ☐

Buyer Initial: CT  
Date: 8/8/2016

Buyer Initial: CS  
Date: 8/8/2016

Seller Initial: egw  
Date: 8/15/2016

1. **No Representations or Warranties.** The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.
2. **Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five percent of the purchase price, only that portion of the earnest money deposit equal to five percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and understand and agree to it.

Buyer Initial: CT Buyer Initial: CS  
 Date: 8/8/2016 Date: 8/8/2016

Seller Initial: egw  
 Date: 8/15/2016

3. **Financing.** This offer ☐ is ☒ is not conditioned upon Buyer obtaining a ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ FHA 203k ☐ Other: \_\_\_\_\_

Buyer Does \_\_\_\_\_/Does Not ☒ request that seller pay up to ZERO in closing and other allowable costs (must be agreed to by lienholder).

4. **Down Payment/Loan Application.** Buyer agrees to pay 100% down, and to make an application, in good faith, within seven days after approval of this Agreement, for a market rate loan to pay the balance of the purchase price. If application is not made within 7 (seven) days of approval, Seller may retain the earnest money and Agreement may terminate.
5. **Proof of Funds.** In the event buyer fails to provide proof of all necessary funds to close; including down payment, closing costs and bankruptcy fee within 48 hours of Sellers acceptance of offer, then this agreement may be terminated by notice from the seller to the buyer and earnest money shall be returned to the buyer.
6. **Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after initial signing of this Agreement, given notice that Buyer has obtained financing or waived the financing condition, then this Agreement may terminate upon the expiration of the 30th day after initial signing. If termination occurs, Seller shall remit the earnest money to the Buyer.

Buyer Initial: CT Buyer Initial: CS  
 Date: 8/8/2016 Date: 8/8/2016

Seller Initial: egw  
 Date: 8/15/2016

7. **Loan Costs.** Seller will not be responsible for any loan costs, unless agreed to upon mutual acceptance, except (1) such portion of Buyer's costs that Buyer is prohibited from paying pursuant to applicable FHA regulations; and (2) if this sale is financed by a VA loan, the Seller agrees to pay those closing costs Buyer is prohibited from paying pursuant to applicable VA regulations.
8. **Inspections.** The Buyer has fifteen (15) days from the date of mutual with the trustee to inspect the premises. Inspection contingency shall be deemed waived, unless the Buyer provides Seller with written notice within said fifteen (15) days that the inspection contingency has not been waived and earnest money shall be returned to the buyer.

Buyer Initial: CT Buyer Initial: CS  
 Date: 8/8/2016 Date: 8/8/2016

Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. The Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefor. Buyer will return the property to its original condition after said inspection or test. The Buyer will hold the Seller, its officers, agents and attorneys harmless from all claims arising out of Buyers inspection or testing of the property.

9. **Defects.** Buyer represents to the Seller that Buyer will fully inspect the property and Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection. Seller makes no representation or warranties expressed or implied of any kind with respect to, among other things; (a) the dimension, size or acreage of the premises; (b) any applicable governmental laws or regulations; (c) availability of water, sewer or other utilities; (d) the environmental condition of the property; or (e) the existence or non-existence of urea-formaldehyde or asbestos.
10. **Personal Property.** The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not included in the sale. The debtor(s) may claim personal property on the premises, such as non-built-in appliances, drapes, curtains, etc., as exempt property. In such instance that personal property is not included in the sale.
11. **Feasibility Study.** If the Purchase and Sale Agreement is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller with a copy of every study, report, analysis or appraisal regarding the property.

Buyer Initial: CT Buyer Initial: CS  
 Date: 8/8/2016 Date: 8/8/2016

Seller Initial: egw  
 Date: 8/15/2016

12. **SHORT SALE DISCLOSURE** This sale is ☒ is not ☐ a short sale. If this is a short sale the following shall apply:

- a. This agreement is contingent upon the seller obtaining written consent from the lienholder(s) within 90 days (60 days if not filled in, must match days entered on NWMLS form 22SS) of mutual acceptance. Seller shall notify buyer of lienholder approval by providing buyer a copy of the lienholder approval letter. If seller fails to reach agreement with lienholder, this agreement shall terminate and earnest money will be refunded to the buyer.
- b. Buyer acknowledges that lienholder may have additional addendums and clauses that will be integrated into this agreement. Buyer agrees to return all lienholder required documents within 2 calendar days of receipt. If buyer fails to return required documents, this transaction may be cancelled by the seller and earnest money shall be returned to the buyer.

Buyer Initial: CT Buyer Initial: GS  
 Date: 8/8/2016 Date: 8/8/2016

- c. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

Buyer Initial: CT Buyer Initial: GS  
 Date: 8/8/2016 Date: 8/8/2016

13. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation or ordinance with respect to the property. Buyer understands and agrees that any knowledge about the condition of the property of other parties including the trustee's real estate agent, debtor, the debtor's employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement with respect to any and all defects, including but not limited to, hazardous waste and environmental condition.

14. **Possession.** Buyer shall be entitled to possession upon closing.

15. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is".

Buyer Initial: CT Buyer Initial: GS  
 Date: 8/8/2016 Date: 8/8/2016

Seller Initial: egw  
 Date: 8/15/2016

**16. Escrow Agent.** The transaction shall be escrowed by the following:

- ☒ First American Escrow-Tammi Habic, 2707 Colby Avenue Suite 601, Everett, WA 98201  
Phone: (425) 551-2022 Fax: (866) 859-0436 Email: [thabie@firstam.com](mailto:thabie@firstam.com)
- ☐ Law Office of Wanda Relf Nuxoll, P.S. PO Box 2406 Issaquah, WA 98027  
Phone: (206) 749-2850 Fax: (206) 749-2851 Email: [wnuxoll@wrnlaw.com](mailto:wnuxoll@wrnlaw.com)


**17. Condition of Title.** Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area, including but not limited to zoning; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mineral rights. Monetary encumbrances not assumed by the Buyer shall be removed from the title by the Seller on or before closing. If for any reason the Seller is unable to transfer marketable title to the Buyer then this Agreement is null and void, the Buyer's earnest money, if any, shall be returned and the Seller shall be released of all obligations hereunder.


**18. Title Insurance.** Seller shall provide a standard form of title insurance from a title insurance company of Seller's choice. Seller authorizes lender or closing agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance with homeowner's additional protection and inflation protection endorsement if available at no additional cost. If buyer elects to purchase a homeowner or extended title policy, the difference in premium shall be a buyer expense. The preliminary commitment therefor, and the policy to be issued, shall contain no exceptions other than general exclusions and exceptions in said standard form. If title cannot be made so insurable prior to closing, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 22 hereof, and this Agreement shall thereupon be terminated.


**19. Title Transfer.** Title shall be transferred by the bankruptcy trustee's quit claim deed.

**20. Buyer's Funds to Close.** Buyer represents Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.

**21. Closing Costs and Pro-Rations.** Buyer and Seller shall each pay one-half of the escrow fee. Seller shall pay excise tax. Taxes for the current year shall be pro-rated. Buyer shall pay for oil in the oil tank.

Buyer Initial:  Date: 8/8/2016

Buyer Initial:  Date: 8/8/2016

Seller Initial:  Date: 8/15/2016

22. **Sale Information.** After approval by the United States Bankruptcy Court, selling agent is authorized to report this Agreement (including price and all terms) to the Northwest Multiple Listing Associations or such other applicable listing association that publishes it to its members, financing institutions, appraisers and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies and other parties related to the sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including buyer's credit report.
23. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any addenda hereto) must be in writing, signed by any one Buyer or Seller (including either husband or wife) and received by selling agent who, for this limited purpose, shall be the agent of both parties. Any time limit in or applicable to a notice shall commence on the date following receipt of the notice by the selling agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. Buyer must keep selling agent advised of their whereabouts to receive prompt notification of receipt of a notice. Selling agent has no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement.
24. **Earnest Money Receipt and Disbursement.** Selling agent acknowledges receipt from Buyer of the earnest money as set forth above in the form indicated to be held in Closing Agent's pooled trust account (with interest paid to the Washington Housing Fund or such other relevant fund in accordance with applicable laws). Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, and escrow cancellation fee, may be paid from the earnest money prior to its disbursement.
25. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made. Accordingly, the purchase agreement is conditioned on: (1) the trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C. Section 506(c) if there are liens against the property.

Buyer Initial: CT Buyer Initial: CS  
Date: 8/8/2016 Date: 8/8/2016

Seller Initial: egw  
Date: 8/15/2016



26. **Subsequent Offers.** All purchase agreements are subject to approval and order of the U. S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale as set forth herein as soon as reasonably practicable. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the trustee receives a better offer on the property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match an opportunity competing offer.
27. **Competing Bids.** If this agreement is the first agreement the Seller has signed regarding the subject property, the Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of its intent to match the third party's offer within 48 hours of receipt from the Seller of written notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. Price increases must be in increments of not less than one percent of the offer price or \$5,000 dollars, whichever is greater. If an offer is received within 24 hours of the court hearing date, the court may have the proposed purchasers submit in writing their last, highest, and best offers at or following the hearing to approve the sale.
28. **Agreement to Purchase and Time Limit for Acceptance.** Buyer offers to purchase the property on the above terms and conditions. The initial signing is not effective until a signed copy hereof is actually received by the office of the selling agent. If this offer is not so signed, it shall lapse and selling agent shall refund the earnest money to Buyer.
29. **Counteroffers.** If a party makes a counteroffer the other party shall have until 9:00 p.m. on the second day following receipt of the counteroffer to sign it. Signing is only effective by delivering the signed counteroffer to the office of the selling broker.
30. **Commission.** A real estate commission will be paid at closing in accordance with the listing agreement and pursuant to an order of the Bankruptcy Court.
31. **Resale Certificate.** If the subject real property is a condominium, Buyer shall purchase a Resale Certificate within ten (10) days after written lien holder approval. Buyer shall be conclusively deemed to have approved said Resale Certificate unless within fifteen (15) days following lienholder approval, Buyer gives notice of disapproval of the Resale Certificate. If Buyer disapproves said Resale Certificate this Agreement shall terminate and the earnest money shall be refunded to Buyer.

Buyer Initial: CT  
Date: 8/8/2016

Buyer Initial: CS  
Date: 8/8/2016

Seller Initial: egw  
Date: 8/15/2016

32. **Disclosure Statement.** The Seller is a bankruptcy trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.
33. **Earnest Money Deposit.** Selling Broker will deposit any check to be held by Selling Broker as earnest money within three (3) days after receipt or initial signing, whichever occurs later. If the earnest money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the earnest money or if the earnest money is \$10,000.00 or less, the earnest money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the earnest money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by buyer. If all or part of the earnest money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom.
34. **Lead Paint.** Many used homes, especially those constructed before 1978, contain lead paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the subject property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead paint within the fifteen day time frame set forth in paragraph 8 herein. However, provided that the Buyer obtains specimens for analysis within the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original fifteen (15) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to a laboratory and provide the Seller with notice within fifteen (15) days of initial signing, this contingency will be deemed to be waived on the close of business fifteen days from initial signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the property is not acceptable due to the presence of an unsafe levels of lead paint, then this contingency will be deemed waived.
35. **Agency Disclosure and Receipt of Agency Pamphlet.** Seller acknowledges receipt of the pamphlet entitled The Law of Real Estate Agency. The Northwest Multiple Listing Association requires all Real Estate licensees (agents) to disclose to the Buyer and Seller in a real estate transaction whether the licensee represents the Seller, the Buyer, both the Seller and the Buyer, or neither. The listing licensee represents the Seller. The selling licensee represents:

[ ] Seller [ ☒ ] Buyer [ ☐ ] Neither [ ☐ ] Both.

Selling Licensee Initial: BF Buyer Initial: CT Buyer Initial: CS

Date: 8-8-16 Date: 8/8/2016 Date: 8/8/2016

Buyer Initial: CT Buyer Initial: CS Seller Initial: egw

Date: 8/8/2016 Date: 8/8/2016 Date: 8/15/2016

36. **Addenda.** The following addenda are attached hereto and made a part of this Agreement:

[ ] NONE [ ] 34

37. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses Listed below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.

Selling Broker Email Address

bethanie@aliseroberts.com

Listing Broker Email Address

offers@ssapprovals.com

Selling Firm Document Email Address

contracts@aliseroberts.com

Listing Firm Document Email Address

eastsidebrokers@metroeastside.com

38. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

DocuSigned by:  
SELLER SIGNATURE: Edmund J. Wood DATE: 8/15/2016  
E7A89B16DF234DF...  
SELLER: Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073

DocuSigned by:  
BUYER SIGNATURE: Colin Tierney DATE: 8/8/2016  
DD4DB95824B7458...

BUYER PRINT: Colin Tierney

DocuSigned by:  
BUYER SIGNATURE: Gloria Johnson DATE: 8/8/2016  
24E4CE42B2FA44D...

BUYER PRINT: Gloria Johnson

DS  
Buyer Initial: CT Buyer Initial: GJ  
Date: 8/8/2016 Date: 8/8/2016

DS  
Seller Initial: EGW  
Date: 8/15/2016

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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# ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 08/08/16 1  
between Colin Tierney & Gloria Johnson, a married couple ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073 ("Seller") 3  
concerning 5615 24th Ave NW #24, Seattle, WA 98107 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. No Representations or Warranties. The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.

2. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

3. Buyer agrees to pay up to 5.5% of purchase price or as outlined below (check one below) whichever is greater, at closing as a buyers premium to the estate. This fee must be paid in full at closing and cannot be included in the loan amount. Fee will appear on HUD as Buyer Bankruptcy Fee. Buyer represents that these funds are available and agrees to provide proof of funds with offer when submitted.

Base offer Price \$0-215,000 ☐ \$15,000 BK Fee

Base offer Price \$215,001-\$364,000 ☐ \$20,000 BK Fee

Base offer Price \$364,001 and up ☒ 5.5% BK Fee

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: CT Date: 8/8/2016 SELLER: ESW Date: 8/15/2016  
BUYER: GS Date: 8/8/2016 SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

Form 22SS  
Short Sale Addendum  
Rev. 5/14  
Page 1 of 1

# SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated 08/08/16 1  
between Colin Tierney & Gloria Johnson, a married couple ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073 ("Seller") 3  
concerning 5615 24th Ave NW #24, Seattle, WA 98107 (the "Property"). 4

1. **SHORT SALE.** A "Short Sale" is a transaction that depends on Seller's creditor(s)' agreement to accept less than 5  
the amount secured by the Property in order to satisfy Seller's obligations at Closing. Buyer and Seller 6  
acknowledge that the purchase price is insufficient to cover Seller's obligations at Closing and that this Agreement 7  
constitutes a Short Sale. 8
2. **SHORT SALE CONTINGENCY.** This Agreement is contingent upon Seller obtaining written consent from Seller's 9  
creditor(s) for the Short Sale and Seller's acceptance of any conditions imposed by Seller's creditor(s) ("Lender 10  
Consent"). Seller shall have 0 days (60 days, if not filled in) after mutual acceptance to obtain Lender 11  
Consent. If Seller timely gives notice of Lender Consent to Buyer ("Notice of Lender Consent"), then this 12  
contingency shall be deemed satisfied. If Seller fails to timely give Notice of Lender Consent to Buyer, then this 13  
Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. If Seller becomes 14  
aware that Seller's creditor(s) did not consent to the Agreement or if Seller decides not to accept the conditions 15  
imposed by Seller's creditor(s), Seller shall give notice to Buyer of that fact within 2 days and upon Seller's notice, 16  
this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. Buyer and Seller 17  
acknowledge that Seller has limited control over whether Seller's creditor(s) will consent to the sale and when 18  
such consent is given. 19
3. **OFFERS FROM OTHER BUYERS.** Seller may accept offers from other buyers to purchase the Property to 20  
submit to Seller's creditor(s). The parties are advised that some creditors may require that Seller submit multiple 21  
offers in order to satisfy Seller's obligations to its creditors. Buyer acknowledges that this Agreement does not 22  
have any priority over agreements with or offers from other buyers. Seller has limited control over which 23  
agreement Seller's creditor(s) may approve, and Seller may continue to market the Property. At the time of the 24  
offer, Buyer is advised to inquire about other offers that Seller may have already accepted. 25  
If, after mutual acceptance, Seller submits an offer from another buyer to Seller's creditor(s), Seller must give 26  
notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer may terminate this 27  
Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the Earnest Money, if 28  
deposited, shall be refunded to Buyer. 29
4. **TERMINATION BY BUYER.** Buyer ☒ may; ☐ may not (may, if not filled in) terminate this Agreement at any time 30  
prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under any other condition 31  
or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Agreement under this 32  
Section, the Earnest Money, if deposited, shall be refunded to Buyer. 33
5. **COMPUTATION OF TIME.** For the purposes of computing time only (except for paragraph 2 above and the 34  
specific items checked below), all timelines in this Agreement shall begin on the date of Notice of Lender 35  
Consent. The timelines for the following items, if checked, shall instead begin on mutual acceptance: 36
 

<input checked="" type="checkbox"/> Deposit of Earnest Money	<input type="checkbox"/> Inspection Addendum (Form 35)	37
<input type="checkbox"/> Financing Addendum (Form 22A)	<input type="checkbox"/> Title Contingency Addendum (Form 22T)	38
<input type="checkbox"/> Buyer's Sale of Property Contingency Add. (Form 22B)	<input type="checkbox"/> Septic Addendum (Form 22S)	39
<input type="checkbox"/> Homeowner's Assoc. Review Period (Form 22D)	<input type="checkbox"/> Neighborhood Review (Form 35 or 35N)	40
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	41
6. **CLOSING.** The Closing Date shall be \_\_\_\_\_ days (30 days, if not filled in) after Notice of Lender Consent, 42  
which date shall supersede the Closing Date otherwise provided for in this Agreement. 43
7. **IMPLICATIONS OF A SHORT SALE.** The parties acknowledge that this Addendum does not fully explain all of 44  
the implications of a Short Sale. The parties are advised to seek the advice of third party professionals regarding 45  
this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Short Sale Seller 46  
Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions. 47
8. **NOTICES.** NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for any notice required 48  
by this Addendum. 49

CT 8/8/2016  
Buyer's Initials Date

CS 8/8/2016  
Buyer's Initials Date

egw 8/15/2016  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

Form 22K  
Identification of Utilities Addendum  
Rev. 5/14  
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**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 08/08/16 1  
between Colin Tierney & Gloria Johnson, a married couple ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073 ("Seller") 3  
concerning 5615 24th Ave NW #24, Seattle, WA 98107 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows: 7

**WATER DISTRICT:**

HOA - The Metropole 8

Name 9

Address 10

City, State, Zip

HOA - The Metropole 11

Fax No. 12

Name 13

Address 14

City, State, Zip

Fax No. 15

**SEWER DISTRICT:**

Name 16

Address 17

City, State, Zip

HOA - The Metropole 18

Fax No. 19

Name 20

Address 21

City, State, Zip

Fax No. 22

**IRRIGATION DISTRICT:**

Name 23

Address 24

City, State, Zip

Fax No. 25

**GARBAGE:**

Name 26

Address 27

City, State, Zip

Fax No. 28

**ELECTRICITY:**

Name 29

Address 30

City, State, Zip

Fax No. 31

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 32  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 33  
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 34  
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 35  
addresses of the utility providers identified by Seller. 36

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34  
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

<u>CT</u> 8/8/2016	<u>GS</u> 8/8/2016	<u>egw</u> 8/15/2016	
Buyer's Initials	Date	Buyer's Initials	Date
		Seller's Initials	Date

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**Exhibit "A"**

Vested Owner: EDMUND J. WOOD, TRUSTEE, SUBJECT TO PROCEEDINGS PENDING IN THE  
BANKRUPTCY COURT OF WESTERN DISTRICT OF THE U.S. DISTRICT COURT, WASHINGTON,  
ENTITLED: IN RE: MICHAEL A. CALOGRIDIS

Real property in the County of King, State of Washington, described as follows:

UNIT 24 OF THE METROPOLE, A CONDOMINIUM, ACCORDING TO DECLARATION THEREOF RECORDED  
UNDER KING COUNTY RECORDING NO. 20060621001143 AND ANY AMENDMENTS THERETO; SAID  
UNIT IS LOCATED ON SURVEY MAP AND PLANS FILED IN VOLUME 218 OF CONDOMINIUMS, PAGES 87  
THROUGH 98, IN KING COUNTY, WASHINGTON.

Tax Parcel Number: 549130005008

Situs Address: 5615 24th Ave NW Unit 24, Seattle, WA 98107

Seller Initial	<sup>DS</sup> <u>EGW</u>	Date	<u>5/26/2016</u>
Buyer Initial	<sup>DS</sup> <u>CT</u>	Date	<u>8/8/2016</u>
Buyer Initial	<sup>DS</sup> <u>CS</u>	Date	<u>8/8/2016</u>

Form 22J  
Disclosure Lead Based Paint & Hazards  
Rev. 7/10  
Page 1 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**  
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale/Lease Agreement dated 6-8-2016,  
between COUNTIERNEY & GLORIA JOHNSON ("Buyer" and/or "Lessee")  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073 ("Seller" and/or "Lessor")  
concerning 5615 24th Ave NW #24, Seattle, WA 98107 (the "Property").

**Purchase & Sale Agreement Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Lease Agreement Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Cancellation Rights**

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement.

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.

**Seller's/Lessor's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- ☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller/Lessor (check one below):
- ☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- ☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate.

Edmund J. Wood 5/26/2016  
Seller/Lessor Date  
Initials: BUYER/LESSEE CT Date: 8/8/2016  
BUYER/LESSEE: GS Date: 8/8/2016  
SELLER/LESSOR: EGW Date: 5/26/2016  
SELLER/LESSOR: \_\_\_\_\_ Date: \_\_\_\_\_



Form 22J  
Disclosure Lead Based Paint & Hazards  
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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

**Buyer's/Lessee's Acknowledgment**

(c) Buyer/Lessee has received copies of all information listed above.

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

(e) Buyer has (check one below only if Purchase and Sale Agreement):

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information).

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied.

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.

DocuSigned by:  
Colin Tierney  
Buyer/Lessee Date: 8/8/2016

DocuSigned by:  
Gloria Johnson  
Buyer/Lessee Date: 8/8/2016

**Brokers' Acknowledgment**

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

DocuSigned by:  
Michael Ferraro  
Selling Broker Date: 8-8-16

DocuSigned by:  
Lai Rainey  
Listing Broker Date: 5/27/2016

Initials: BUYER/LESSEE: CT Date: 8/8/2016  
BUYER/LESSEE: GS Date: 8/8/2016

Initials: SELLER/LESSOR: EGW Date: 5/26/2016  
SELLER/LESSOR: \_\_\_\_\_ Date: \_\_\_\_\_

Form 22T  
Title Contingency Addendum  
Rev. 7/15  
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# **TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 8-8-2016 1  
between COUNTIERNEY & GLORIA JOHNSON ("Buyer") 2  
and EDMUND J. WOOD, CH. 7 BANKRUPTCY TRUSTEE FOR MICHAEL A. CALO ("Seller") 3  
concerning 5415 24th AVE NW #24 SEATTLE, WA 98107 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have \_\_\_\_\_ 6  
days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. 9  
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22

DS  
[Signature] 8/8/2016  
Buyer's Initials Date

DS  
[Signature] 8/8/2016  
Buyer's Initials Date

DS  
[Signature] 8/15/2016  
Seller's Initials Date

Seller's Initials Date

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
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# **ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 08, 2016 1  
between Colin Tierney Gloria Johnson ("Buyer") 2  
Buyer Buyer  
and EDMUND J. WOOD, CH7 BANKRUPTCY TRUSTEE FOR MICHAEL A. CALOBEKIS ("Seller") 3  
Seller Seller 16-12073  
concerning 5615 24th Ave NW #24 Seattle WA 98107 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Buyer hereby waives inspection contingency 6

7  
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30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

<small>DS</small> <u>CT</u> 8/8/2016	<small>DS</small> <u>GS</u> 8/8/2016	<small>DS</small> <u>egw</u> 8/15/2016	
<small>Buyer's Initials</small>	<small>Date</small>	<small>Buyer's Initials</small>	<small>Date</small>
		<small>Seller's Initials</small>	<small>Date</small>
		<small>Seller's Initials</small>	<small>Date</small>

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 1 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

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**SELLER:** Edmund J. Wood, Ch 7 Bankruptcy Trustee For Michael A. Calogridis 16-12073

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 5815 24th Ave NW #24, CITY Seattle,

STATE WA, ZIP 98107, COUNTY King ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☐ IS/ ☐ IS NOT OCCUPYING THE PROPERTY.

**I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DONT KNOW	N/A
<b>1. TITLE</b>				
A. Do you have legal authority to sell the property? If no, please explain. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 2 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

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	YES	NO	DON'T KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57 58 59 60 61
<b>PLEASE NOTE:</b> Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					
<b>2. WATER</b>					62
<b>A. Household Water</b>					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
*(3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain: .....					71
*(5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
<b>B. Irrigation Water</b>					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
*(b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87 88
If so, please identify the entity that supplies water to the property: .....					
<b>C. Outdoor Sprinkler System</b>					89
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
*(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
*(3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					93
<b>A. The property is served by:</b>					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: .....					97

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	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: .....					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? .....					106
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
(4) When was it last inspected? .....					108
By whom: .....					109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms				<input type="checkbox"/>	110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
If no, please explain: .....					112
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
If no, please explain: .....					115
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
					117
					118
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					119
					120
4. STRUCTURAL					121
*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
D. Do you know the age of the house? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
If yes, year of original construction: .....					128
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			131
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			132
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			133
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			134
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			135
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			136
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			137
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			138
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			139
					140
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
If yes, when and by whom was the inspection completed? .....					142
					143
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146

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**5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: \_\_\_\_\_

	YES	NO	DONT KNOW	N/A	
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Appliances .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156

\*B. If any of the following fixtures or property is included with the transfer, are they leased?  
(If yes, please attach copy of lease.)

	YES	NO	DONT KNOW	N/A	
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164

\*C. Are any of the following kinds of wood burning appliances present at the property?

	YES	NO	DONT KNOW	N/A	
(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....

	YES	NO	DONT KNOW	N/A	
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172

	YES	NO	DONT KNOW	N/A	
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173

	YES	NO	DONT KNOW	N/A	
F. Is the property equipped with smoke alarms? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

	YES	NO	DONT KNOW	N/A	
A. Is there a Homeowners' Association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....					176

	YES	NO	DONT KNOW	N/A	
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					178
<input type="checkbox"/> Other: .....					179

	YES	NO	DONT KNOW	N/A	
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180

	YES	NO	DONT KNOW	N/A	
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	181

**7. ENVIRONMENTAL**

	YES	NO	DONT KNOW	N/A	
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182

	YES	NO	DONT KNOW	N/A	
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183

	YES	NO	DONT KNOW	N/A	
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184

	YES	NO	DONT KNOW	N/A	
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185

	YES	NO	DONT KNOW	N/A	
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186

	YES	NO	DONT KNOW	N/A	
*F. Has the property been used for commercial or industrial purposes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
					203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204
					205
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
					207
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
<b>8. LEAD BASED PAINT (Applicable if the house was built before 1978).</b>					211
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					212
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): .....					213
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). .....					216
					217
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					218
					219
<b>9. MANUFACTURED AND MOBILE HOMES</b>					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	222
If yes, please describe the alterations: .....					223
*B. Did any previous owner make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
					226
<b>10. FULL DISCLOSURE BY SELLERS</b>					227
A. Other conditions or defects:					228
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					231
					232
					233
					234
					235
Seller _____ Date _____ Seller _____ Date _____					236
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					237
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**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**2. PROXIMITY TO FARMING**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

\_\_\_\_\_  
Buyer Date

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

\_\_\_\_\_  
Buyer Date

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

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Buyer Date

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